

**REQUEST
FOR
PROPOSAL
NO. CAT 050708**

**Alabama Department of Corrections
Inmate Commissary Services**

**Alabama Department of Corrections
Office of the Commissioner
301 South Ripley Street
Montgomery, AL 36104**

August 22, 2008

REQUEST FOR PROPOSAL

Alabama Department of Corrections
Inmate Commissary Services

INFORMATION FOR SUBMITTING PROPOSALS

Requesting Agency

The Alabama Department of Corrections (ADOC) is requesting proposals from responsible Vendors to fill the needs of the State as outlined herein. Please read the entire solicitation package and submit your proposal in accordance with all requirements.

Project Title

Request for Proposal (RFP)
Alabama Department of Corrections Inmate Commissary Services

Summary Description of Services

ADOC Inmate Commissary Services

Send Proposals To

Direct Deliver (FedEx, UPS, etc.):

Alabama Department of Corrections
Commissioner's Office
301 South Ripley Street
Montgomery, AL 36104
ATTN: Tom Seibert

or

US Postal Service:

P. O. Box 301501
Montgomery, AL 36130
ATTN: Tom Seibert

Submission of Proposal

The deadline for receipt of proposals from Vendors is October 31, 2008 at 5:00 p.m. Central Standard Time.

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SECTION I

INTRODUCTION

The Alabama Department of Corrections (ADOC) announces this RFP to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for its statewide commissary operations. You are invited to submit a response in accordance with the requirements specified in this RFP.

The ADOC has nineteen (19) major facilities that operate a store front cashless commissary program through a bulk delivery operation.

In an effort to maximize its commissary operations at its nineteen (19) major facilities, the ADOC will consider proposals for an on-site point of sale operation operated by Vendor's staff, an on-site bag and delivery commissary operation operated by Vendor's staff, bulk delivery to commissary stores operated by ADOC staff, off-site secure bag and delivery to commissary stores operated by ADOC staff; or, a combination of services. Bulk delivery bids should include proposed costs of goods. Bids for store front operations should include end-user pricing, and proposed commission rates based on 100% privatization. Vendors should also detail other operational enhancements that the ADOC should consider (i.e. kiosk).

Appendix C, Facility Listing and Average Monthly Population, lists each facility and its address and provides the average monthly population distribution figures for the nineteen (19) major ADOC facilities as of June 30, 2008.

The ADOC commissary operation currently sells personal hygiene/care items, food (including sandwiches), snacks, and other specialty items such as personal radios. Appendix D, Commissary Method of Operation, provides detail on each facility's current method of operation. The ADOC reserves the right to determine what method of operation is implemented at each ADOC facility. The "Commissary Master Product and Price List (as of August 4, 2008)" is provided as Appendix E. The total commissary sales volume for the period of October 1, 2006 - September 30, 2007, was \$16,250,000.

Proposals must be delivered by 5:00 p.m., Central Standard Time, on October 31, 2008, to the attention of Tom Seibert: Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, AL 36104; or P. O. Box 301501, Montgomery, AL 36130.

Vendors may mail or hand-deliver proposals, including amendments, but the ADOC must actually receive them as specified. It will not be sufficient to show that Vendor mailed or commenced hand delivery of the response before the scheduled closing time for receipt of proposals. All times are State of Alabama local times, Central Standard Time. Computer, fax, or other electronic submissions are not allowed and will not be accepted. Proposals arriving after the deadline date will not be considered.

1.1 **Purpose of RFP**

The purpose of this Request for Proposal (RFP) is to establish contracts for commissary services at the Department's nineteen (19) major facilities as well as any future similar commissaries required by the ADOC.

1.2 **Definitions**

“ADOC,” “DOC,” “Department” - the Alabama Department of Corrections.

Authorized Representative - any person or entity duly authorized and designated in writing to act for and on behalf of the party of this agreement or contract, which designation has been furnished to all the parties herein.

Contract Monitor - the employee, employees, representative, or representatives of the ADOC designated to monitor the operation of the commissaries for contract compliance and to coordinate actions and communications between the ADOC and Selected Vendor.

Commissary Services - those functions set out in detail in this RFP for the bulk delivery, or privatized store front sales, of commissary and personal property items, approved for sale by the ADOC to its inmates.

Commission - a commission rate based on monthly gross commissary sales, including the sales of personal property, at all ADOC facilities where Selected Vendor operates a canteen or a daily per-diem rate for each inmate based on the average monthly inmate population housed at ADOC facilities and ADOC contracted facilities served by Selected Vendor's commissary operation.

Inmate - a person who has been sentenced to the custody of the ADOC.

Non-Commissionable Sales - sales of items that either are not allowed to have profit/mark-up added to them by law (currently limited to U.S. Postage Stamps) or any items/services agreed to by Selected Vendor and the ADOC.

Personal Property - personal property includes personal clothing items authorized for sale in the canteen by the ADOC. Personal property items are subject to the commission rate(s) proposed by Selected Commissary Vendor.

RFP - this Request for Proposal, together with all amendments and addenda thereto.

Standards - all applicable federal and state laws, constitutional requirements, court orders, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the contract, the more stringent shall apply, as determined by the ADOC.

State - the State of Alabama or the Alabama Department of Corrections; these terms may be used interchangeably.

Selected Vendor - any corporation or legal entity qualified under Alabama law, and the specifications of the RFP, to respond to the RFP and chosen by the ADOC to negotiate this contract.

1.3 Cost and Commission

Prices and commissions must be quoted in the proposal.

1.4 Opening Date

Vendors' proposals will be opened on November 3, 2008, at 10:00 a.m. in the Commissioner's Office, 301 South Ripley Street, Montgomery, AL 36104. At the scheduled place and date for the proposal opening, the names of Vendors who submitted proposals will be announced.

1.5 Contract Term

The initial term of the contract will be for a period of three (3) years with the option for both parties to extend the contract for two (2) additional one-year periods [maximum duration of the contract is five (5) years].

1.6 Entire Agreement

Upon acceptance of Vendor's proposal by the ADOC, the parties will negotiate a formal contract, in writing, duly signed by the proper parties thereto, and subject to review by the Legislative Contract Review Committee and approval of the Governor of the State of Alabama.

1.7 Form and Content of Proposals

An original and eight (8) copies of each proposal are required. Failure to submit the required number of copies may prevent Vendor's proposal from being evaluated within the allotted time. Proposals must be submitted in ink, typed, or printed form. An authorized representative must sign the proposal, and initial any changes, in ink in all required places. The proposal must address all requirements of this RFP and provide all the information requested.

RFP number, proposal opening date, and time must be on the outside front lower left corner of the sealed envelope/package. Each proposal must include original signature and notarization on the enclosed "Vendor Proposal Form" (Appendix A) and said Form must be returned with proposal. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

Properly identified proposals will be securely kept and will remain unopened until designated time of proposal opening. The ADOC does not accept responsibility for the premature opening of a proposal not properly identified or the late arrival of a proposal for whatever reason.

1.8 Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal of, Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

1.9 Suspected Errors/Clarification

If Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Mr. Tom Seibert, Single Point of Contact, at the above stated address and such notification must be received by the ADOC by 5:00 p.m., October 8, 2008. The ADOC will issue written instructions, if appropriate, by close of business on October 20, 2008.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification and such request must be received by the ADOC no later than 5:00 p.m., October 8, 2008. The ADOC will respond to all such requests in writing by close of business on October 20, 2008. In the ADOC response, the ADOC will state the request for clarification followed by a statement of clarification. A copy of the responses will be posted on the ADOC website, www.doc.alabama.gov, and will be provided to all vendors who were sent a copy of the RFP and/or submitted a request for clarification.

If changes in the RFP become necessary, an addendum will be posted on the ADOC website, www.doc.alabama.gov, and will be provided to all vendors who were sent a copy of the RFP and/or submitted a request for clarification.

1.10 Security

Vendor must provide documentation of its ability to secure a Performance Guarantee in the amount of one million dollars (\$1,000,000.00) in the form of a bond or other form acceptable to the ADOC. This guarantee will be in force for the life of the contract. A breach of the contract by Vendor will cause the Performance Guarantee to become payable to the State of Alabama. The ADOC will be the named recipient of the Performance Guarantee.

1.11 Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section III of this RFP.

1.12 Responsibility to Read and Understand

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation.

1.13 Contract Negotiations

Selected Vendor may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If an agreement cannot be reached to the satisfaction of the ADOC, the ADOC may reject Vendor's proposal or revoke the selection and begin negotiations with another vendor. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State and ADOC official(s).

1.14 Vendor Contact

The ADOC will consider the person who signs Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

1.15 Reservations

The ADOC reserves the following rights: (1) to reject all proposals; (2) to reject individual proposals for failure to meet any requirement; (3) to award by institution; (4) to award by item, part, or portion of an item, group of items, or total; and (5) to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC and made to favor the State.

1.16 Cost of Preparation

The ADOC is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendor's proposal, regardless of whether or not selected for negotiations. Any costs associated with any oral presentations to the ADOC will be the responsibility of Vendor and will in no way be charged to the ADOC.

SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing the proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of the ADOC.
- b) This agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this agreement will be binding upon the parties unless the same is in writing and signed by the respective parties thereto.
- c) The contract will be a firm set monthly commission rate based on total monthly commissary sales; or, a firm set per-diem rate based on the average monthly inmate population as established and will constitute the total monthly commission payable to the ADOC.
- d) All vendor proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with another vendor, whichever is earlier. An exception to the criterion will be the vendor engaged in contract negotiations after pre-award notification who will be allowed to make proposal modification(s) only in accordance with a request by the ADOC.
- e) Any alternate proposal submitted by Vendor (receiving pre-award notice), that in the opinion of the ADOC best satisfies its requirements, may be considered and substituted for Vendor's initial proposal, either in whole or in part.
- f) The ADOC reserves the right to modify the requirements of the RFP or the awarded contract by: (1) changing the operational requirements or time frames; (2) adding or deleting tasks to be performed or equipment to be provided; and/or (3) making any other modification deemed necessary by the ADOC. Any changes in Vendor's proposed program or pricing in response to an ADOC request are subject to acceptance by the ADOC.
- g) In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from the vendors that submitted a proposal, or the ADOC may open the process to re-negotiations based upon the new specifications.
- h) All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other information (whether or not marked as proprietary or confidential), that is made part of the contract, is subject to release in accordance with the Open Records Act and/or applicable law.

- i) Only the final results of the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open.
- j) Successful Vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Assignments for subcontracting may be allowable at the sole discretion of the ADOC, but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any sub-Vendor providing services required in the RFP or in the awarded contract will meet or exceed the requirements set forth in the RFP.
- k) Vendors may be asked to submit further financial information to prove financial responsibility. Financial responsibility documents will be kept confidential unless otherwise required by law.
- l) All terms of the RFP and Vendor's responses to the RFP, along with all schedules and attachments, may be incorporated and referenced as part of the awarded contract.

2.2 Other General Terms

- a) The executed contract and any renewal thereof are subject to review and approval by the Legislative Contract Review Committee and the approval of the Governor of the State of Alabama.
- b) No interpretation of any provision of the contract resulting from the RFP, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) Vendor's provision of services must comply with the standards of the American Correctional Association (ACA), the Alabama Department of Public Health (ADPH), and other standards as may be defined in Administrative Regulations, Directives, and/or the Policies and Procedures of the ADOC.
- d) If any requirement of the RFP exceeds the standards or requirements of the ACA, ADPH, or the Policies and Procedures of the ADOC, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract, or through a subsequent written mutual agreement, and must be signed by the authorized representatives of Vendor and the ADOC.
- e) The ADOC will not be bound to any terms and conditions included in any Vendor or sub-Vendor documents. No conditions in sub-Vendor documents in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Vendor's obligations under the awarded contract.
- f) Should Vendor at any time: (1) fail to perform the services according to the specifications required in the RFP; (2) fail in any respect to perform the service requirements of the RFP with promptness and diligence; and/or (3) fail in the performance of any agreement contained in the awarded contract, the ADOC will have the option, after forty-eight (48) hours written notice to Vendor by registered mail, return receipt requested, to the address shown in Vendor's proposal, to take any one or more of the following actions:

- 1) Withhold any monies then or next due to Vendor;
 - 2) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work, bring the rendition of the services up to the specification and standards required in the RFP or awarded contract, pay for same, and deduct the amount so paid from any money then or thereafter due to Vendor; or
 - 3) Terminate the contract in accordance with paragraphs 2.2(l), 2.2(x), 2.2(hh), and 4.12.
- g) All documents, materials, or data developed as a result of work under the awarded contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Vendor work under the awarded contract. The ADOC may use this information for its own purposes. Vendor is required to have the rights to utilize any documents, materials, or data provided by Vendor to fulfill requirements of the RFP. Vendor will keep confidential all documents, materials, and data prepared or developed by Vendor or supplied by the ADOC.
 - h) Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to Licensors.
 - i) Vendor will be an independent contractor. Vendor, its agents, sub-Vendors, and/or employees will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Vendor nor any employees of Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC.
 - j) Any dispute arising under, or relating to, the awarded contract that cannot be informally resolved by the parties will be made in writing and presented to the ADOC for a written decision. The ADOC will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between Vendor and the requirements of the RFP, the provisions of the contract will control. Vendor will proceed diligently with performance of the awarded contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the ADOC pending such final resolution.
 - k) The length of the contract, including any renewal, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at Vendor's option.
 - l) If the ADOC terminates for convenience, the ADOC will pay Vendor for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.

- m) Vendors shall provide a monthly invoice utilizing one standardized format. All invoices shall begin on the first day of the month and end on the last day of the month. The invoice must include a variety of sales reports as supported by Vendor's software system. The system must provide a complete audit trail on all transactions. Payments of reconciled commissary orders will be made by the ADOC to Vendor on a monthly basis. Payments will be less any commission due and commensurate with the daily receipt of signed debit source documents. Weekly inmate expenditures will be commensurate with ADOC policy.
- n) Upon request, Vendor will meet with the ADOC for the purpose of reviewing operating statements. Vendor will be asked to explain deviations, discuss problems, and mutually agree on a course of action to improve the operation of the inmate commissary.
- o) Vendor will be responsible for the payment of all state and federal sales taxes, and any other taxes imposed by other governmental entities so authorized.
- p) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses for the supplies and services, subject to the contract, incurred prior to the beginning of the term of the contract.
- q) Vendor will consult with and keep the ADOC fully informed as to the progress of all matters covered by the Contract. Vendor will promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the Contract. Upon request, Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.
- r) Vendor and its sub-Vendors will maintain books and records related to the performance of the contract or subcontract and necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practices. Vendor will maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Vendor, or sub-Vendor, the ADOC will adjust future or final payments otherwise due. If no payments are due and owing to Vendor, or if the overpayment exceeds the amount otherwise due, Vendor will immediately refund all amounts that may be due to the ADOC. Failure to maintain the books and records required by this section will establish a presumption in favor of the ADOC for the recovery of any funds paid by the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.
- s) Any work or Vendor service performed on State premises will be done during the hours designated by the ADOC and will, in any event, be performed so as to minimize inconvenience to the ADOC and its personnel and minimize interference with the operation of the ADOC.
- t) Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-Vendors in their performance of Vendor's duties under the contract. Vendor represents that it will utilize the services of individuals skilled in the profession for

which they will be used in performing services hereunder. In the event that the ADOC determines that any individual performing services for Vendor is not providing such skilled services, the ADOC will promptly notify Vendor and Vendor will replace that individual.

- u) Vendor or its employees, who perform services requiring a license, will have and maintain said required licenses. With the consent of the ADOC, Vendor may meet the license requirement through use of a sub-Vendor.
- v) Vendor may not assign, subcontract, or transfer any interests in the work subject of the contract without the prior written consent of the ADOC. In the event the ADOC gives such consent, the terms and conditions of the contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Vendor is hereby bound and obligated. This includes requiring such parties to submit certificates and disclosures to the ADOC for review and approval.
- w) The names and addresses of all sub-Vendors utilized by Vendor will be listed in an addendum to the contract together with the anticipated amount of money that the sub-Vendor is expected to receive pursuant to the contract.
- x) If Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Vendor will not be relieved of its obligations to complete performance. The ADOC, however, will have the option to terminate the contract upon written notice to Vendor.
- y) Vendor covenants that it has disclosed to the ADOC, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Vendor's obligations under the contract. Vendor covenants that it will not employ any person with a conflict to perform under the contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.
- z) ADOC employees/agents shall have reasonable access at all times to all ADOC inmate commissary operations serviced by Vendor. The Commissioner of the ADOC and members of the State Legislature shall be also be admitted into the inmate commissary operation or operations at any reasonable time, as shall members of the Executive and Judicial Departments of the State, as well as any other individual designated by the ADOC.
- aa) For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General of the State of Alabama, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Administrative Hearings Division of the Attorney General's Office or, where appropriate, private mediators.
- bb) Act 2001-955 requires that a "Disclosure Statement" be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form, along with instructions, can be found at Appendix F and also at www.ago.alabama.gov (click on "Publications and Forms").

- cc) The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services/furnish the goods and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding Vendor's capabilities. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fail to satisfy the State that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- dd) The State reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- ee) A contract shall not be assignable by Vendor, in whole or in part, without the written consent of the State of Alabama.
- ff) Changes can be made to any contract in any of the following ways:
- 1) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2) The Department of Corrections may order changes within the general scope of the contract at any time by written notice to Vendor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Vendor shall comply with the notice upon receipt. Vendor shall be compensated for any additional costs incurred as the result of such order and shall give the Department of Corrections a credit for any savings. Said compensation shall be determined by one of the following methods:
 - i) By mutual agreement between the parties in writing; or
 - ii) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and Vendor accounts for the number of units of work performed, subject to the Department of Corrections' right to audit Vendor's records and/or to determine the correct number of units independently; or
 - iii) By ordering Vendor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Vendor shall present the Department of Corrections with all vouchers and records of expenses incurred and savings realized. The Department of Corrections shall have the right to audit the records of Vendor, as it deems necessary, to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Department of Corrections within thirty (30) days from the date of receipt of the written order from the Department of Corrections. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving

disputes provided by the Disputes Clause as set forth in Section 2.2 (aa) of this RFP or, if there is none, in accordance with the disputes provisions of the State of Alabama. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract shall excuse Vendor from promptly complying with the changes ordered by the Department of Corrections or with the performance of the contract generally.

- gg) In case of failure to deliver goods or services in accordance with the contract terms and conditions, the State of Alabama, after due oral or written notice, may procure them from other sources and hold Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the State of Alabama may have.
- hh) Upon the award or the announcement of the decision to award a contract, the ADOC will publicly post such notice on the ADOC web site, www.doc.Alabama.gov, for a minimum of ten (10) days.
- ii) The Department of Corrections reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 120 days written notice to Vendor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 120 days written notice to the other party. The Department of Corrections may cancel and terminate any resulting contract, in whole or in part, without penalty, with no notice if Vendor fails to provide Commissary Service to all inmates at a facility within a period of one (1) full week (7 consecutive days). Any contract cancellation notice shall not relieve Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- jj) Should the ADOC award a contract to a Vendor for the privatization of its canteen services, it shall be the responsibility of Selected Vendor to administer all aspects of the operation including, but not limited to: staffing, purchasing of inventory, collection of orders, order set-ups, and distribution. Selected Vendor will provide these services at no expense to the ADOC and will charge the inmates the negotiated retail amounts. Vendor shall offer the ADOC a commission on all Commissary sales.
- kk) Should the ADOC award a contract to a Vendor for the privatization of its canteen services, it shall be the responsibility of Selected Vendor to make all arrangements for delivery, unloading, receiving, and storing of commissary products. The ADOC will not assume any responsibility for receiving these shipments.
- ll) Price adjustments may be permitted only for changes in Vendor's cost of materials, not to exceed the increase in the following index/indices: Consumer Price Index (CPI) - Regional.
- mm) No price increases will be authorized after the effective date of the contract unless the cost of an item to Vendor increases 20% or more and only where verified to the satisfaction of the ADOC. "Across the board" price decreases, however, are subject to implementation at any time and shall be immediately conveyed to the State of Alabama.

- nn) Vendor shall give not less than thirty (30) days advance notice of any price increase to the ADOC. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. Vendor shall document the amount and proposed effective date of any general change in the price of goods. Documentation shall be supplied with Vendor's request for increase that will: (1) verify that the requested price increase is general in scope and not applicable just to the State of Alabama; and (2) verify the amount or percentage of increase that is being passed on to Vendor by Vendor's suppliers.
- oo) The ADOC will notify the ADOC facilities and Vendor in writing of the effective date of any increase that it approves. Vendor, however, shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. Vendor is further advised that decreases, that affect the cost of goods, are required to be communicated immediately to the ADOC Contract Manager.

SECTION III

INSTRUCTIONS TO VENDORS / PROPOSAL PREPARATION AND SELECTION CRITERIA

3.1 Communications

- a) From the date of receipt of this Request for Proposal by each Vendor until a binding contractual agreement exists with the Selected Vendor and all other Vendors have been notified, or when the Department of Corrections rejects all proposals, informal communications shall cease. Informal communications shall include, but will not be limited to:
 - 1) Requests from any Vendor to any facility or unit at the Department of Corrections, with the exception of the Department of Corrections' Single Point of Contact, for information, comments, speculation, etc.
 - 2) Requests from any facility or unit at the Department of Corrections and any employee of the Department of Corrections, with exception of the Department of Corrections' Single Point of Contact, for information, comments, speculation, etc.
- b) From the date of receipt of this Request for Proposal by each Vendor until a binding contractual agreement exists with the Selected Vendor and all other Vendors have been notified, or when the Department of Corrections rejects all proposals, all communications between the Department of Corrections and the Vendors will be formal, or as provided in this Request for Proposal, as requested by the Department of Corrections. Formal Communications shall include, but will not be limited to:
 - 1) Written Requests for Clarification/Information
 - 2) Oral Presentations
 - 3) Site-visits
 - 4) Negotiations
- c) All inquiries for information should be directed to the Single Point of Contact, Mr. Tom Seibert, by FAX, (334) 353-353-5543, or electronic mail, tom.seibert@doc.alabama.gov.

3.2 Deadlines

- a) Sealed Proposals will be received until 5:00 p.m. CDT (Central Daylight Time) on October 31, 2008. Responses are to be submitted in a sealed envelope and clearly marked with the "RFP Solicitation Number CAT 050708."

Responses delivered directly by UPS or FEDEX are to be submitted to:

Alabama Department of Corrections
Commissioner's Office
301 South Ripley Street
Montgomery, AL 36104
Attn: Tom Seibert

Responses submitted by United States Postal Service are to be submitted to:

Alabama Department of Corrections
Commissioner's Office
P.O. Box 301501
Montgomery, AL 36130
Attn: Tom Seibert.

All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Commissioner's Office. Vendors have the sole responsibility for assuring that proposals are received in the ADOC Commissioner's Office by the designated date and time.

If proposals are mailed, hand delivered, or directly delivered by express mail, they must be delivered to the Commissioner's Office at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ADOC Commissioner's Office prior to the closing time for the solicitation.

Faxed, electronic, or oral proposals will not be accepted.

- b) A mandatory site visit for all interested vendors will be conducted at the Kilby Correctional Facility on September 8, 2008, at 1:00 p.m. Vendors must fax a list of all individuals attending the site visit to the single point of contact, Tom Seibert, at (334) 353-5543 by September 5, 2008, 4:00 P.M Central Standard Time. It is Vendor's responsibility to verify receipt of the list. The Kilby Correctional Facility is located at 12201 Wares Ferry Road, Montgomery, AL 36117.
- c) Written Questions - If any prospective vendor has questions about the specifications or other solicitation documents, that vendor must submit the questions to the attention of the single point of contact, Tom Seibert, by Fax, (334)353-5543, or by electronic mail, tom.seibert@doc.alabama.gov, no later than twenty (20) working days before the due date of the proposal. It is Vendor's responsibility to verify receipt of the questions.
- d) Written Responses will be sent to all vendors and posted on the Internet no later than five (5) working days before the due date of the proposal. Any revisions to the solicitation will be made only by addendum issued by the ADOC.
- e) Oral Presentations - The Department will notify Selected Vendor(s) regarding oral presentations. Oral presentations will be scheduled for the week of November 17, 2008.

3.3 **Proposal Preparation**

The corporate office must be registered with the Secretary of State to do business in the State of Alabama, or provide proof of having submitted an application to do business with the assurance that Vendor will be licensed prior to assuming the contract.

The Vendor Proposal Form, attached as Appendix A, must be used for submitting proposals. The Proposal Form must be completed and the certification located at the bottom of the form completed and signed by an official that has the authority to commit Vendor.

In order to be considered for selection, Vendors must submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so that the Department of Corrections may properly evaluate Vendor's capabilities to provide the required services.

Vendors are required to comply with the following instructions:

- a) Proposals shall be signed by an authorized representative of Vendor. All information requested must be submitted. Failure to submit all information requested may result in the Department of Corrections requiring prompt submission of missing information and/or giving a lower score in evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Department of Corrections.
- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c) Proposals should be organized in the order in which the requirements are presented in this RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding Section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents that cross references the RFP requirements. Information that Vendor desires to present, that does not fall within any of the requirements of the RFP, should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed
- d) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- e) Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Open Records Act*. Trade secrets or proprietary information submitted by Vendor shall not be subject to public disclosure under the *Open Records Act*. Vendor, however, must invoke the protections of the *Code of Alabama*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some

distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item, prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3.4 Oral Presentation

The State may, at its sole option, elect to require oral presentation(s) by Vendors clearly in consideration for award. This provides an opportunity for the Department of Corrections to ask questions and Vendors to clarify or elaborate on their proposals. This is a fact finding and explanation session only and does not include negotiation. The Department of Corrections will schedule the time and location of these presentations.

3.5 Submission Requirements

One original and eight (8) copies of the proposal must be submitted to the Department of Corrections. Vendor shall make no other distribution of the proposals. The following must be included in the proposal:

- a) All Vendors must use Appendix A, Vendor Proposal Form, in submitting their proposed prices and certifying acceptance of the terms and conditions associated with the solicitation. The Department of Corrections will not accept oral, electronic, or faxed proposals. The Proposal Form must be signed in order to be considered. If Vendor is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, Vendor must indicate the corporate title of the individual signing the proposal.
- b) A written narrative statement to include:
 - 1) Background information about Vendor including: its size, number of employees, and annual volume of business.
 - 2) Experience in providing commissary services as described herein. The ADOC reserves the right to make site visits to customers of Vendor to evaluate implementation of services similar in nature to those required in this RFP.
 - 3) Approach to providing the commissary service.
 - 4) Names, qualifications, and experience of personnel to be assigned to the ADOC account to support the commissary services.
- c) Specific plans for providing the proposed services including:
 - 1) A plan of operation to achieve the objectives as defined in Section V: Operational Requirements (Statement of Needs).
 - 2) A plan, including a narrative and timeline, for transition of commissary services if proposing a privatized commissary service.

- 3) A plan for liquidating inventory at the ADOC facilities, if proposing a privatized commissary service (see list of facilities at Appendix C).
- d) Describe the specific features that distinguish Vendor from other Vendors in the field and state how Vendor evaluates the effectiveness of its commissary services.
- e) Provide a list of all commissary clients lost within the last three (3) years and include a contact name, title, telephone number, and e-mail address, if available. In addition, state the length of service at the account and reason for loss.
- f) Describe Vendor's method for dealing with problems and complaints presented by Department of Corrections' employees, detailing at what point the problem would escalate to the next level of supervision/management.
- g) State any operational and/or technological advancement that the ADOC should consider for the operation of its commissaries.
- h) State the number of items stocked by Vendor from which the ADOC may select products for the development of a customized commissary operation. If possible, provide a breakdown of the number of items stocked in major product categories. State how many of the products offered are sold under a "brand name" that was developed for Vendor.
- i) State Vendor's ability to provide commissary product and packaging samples for review and testing upon request and on a no-charge basis to the ADOC. In addition, detail what product and packaging testing capabilities Vendor provides on a "no charge" basis.
- j) If proposing a privatized commissary system, state Vendor's proposal for providing an automated interface between Vendor's system and the ADOC. In addition, state how this interface would be maintained.
- k) Provide a copy of Vendor's audited financial statements for the past two (2) years. If audited financial statements do not exist, provide other documentation of financials.
- l) Provide a minimum of three (3) references from current clients comparable to the Alabama Department of Corrections, to include a contact name, title, telephone number, and e-mail address, if available. For each reference listed, state at a minimum:
 - 1) the inmate population that is being serviced; and
 - 2) the number and type of grievances received annually.
- m) State Vendor's acceptance of the General Terms and Conditions and Special Terms and Conditions included in this RFP.
- n) State what benefit, if any, there would be to awarding the commissary services to one (1) Vendor.

3.6 Vendor's Representation

Vendor, by submission of a proposal, represents that it has read and understands the solicitation document and specifications and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the sites, shall in no way relieve Vendor from any obligations with respect to its proposal or to the contract.

3.7 Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of Vendor. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

3.8 Identification of Proposal Envelope

Envelopes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, hour, and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Appendix B. This format should be used on your response envelope. It is further suggested that if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information. The courier's envelope should be addressed as directed on the introduction page of the solicitation.

Proposals may be hand delivered to the ADOC Commissioner's Office. Ample time must be allowed, however, for security check-in at the front desk of the Criminal Justice Center and getting to the ADOC Commissioner's Office.

No other correspondence or other proposals should be placed in the envelope.

3.9 Evaluation Criteria

Proposals will be evaluated by the Department of Corrections using the following criteria:

Criteria	Possible Points
Capability, Capacity, and Qualifications of Vendor (Organization & Staffing) to provide high quality services as required by the Alabama Department of Corrections and as described in Section V: Operational Requirements (Statement of Needs)	15 points
Corrections-specific qualifications (Previous Experience & Background)	10 points
Financial responsibility and references	5 Points
Suitability of approach; technical merit (Work plan/Approach)	20 Points
Alternate Commissary Accounting System	10 Points

Total Possible Technical Points	60 Points
Commission to State [calculated as (this commission proposal) divided by (highest responsive commission proposal) times 15 points]	40 Points*
Total Possible Points	100 Points

** Clarification of “Commission of State” points: Let’s assume there are two proposals submitted: one with a 10% commission, the other with a 7% commission. The proposal with a 10% commission offering will be awarded the full 15 potential points; the proposal with a 7% commission will be awarded 7/10 of the potential 15 points, or 10.5 points.*

Notwithstanding the foregoing, the State reserves the right to award on the basis of cost alone, accept or reject any or all bids, and act in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.

The State may, at its sole option, elect to require oral presentation(s) by Vendors clearly in consideration for award.

The ADOC Evaluation Committee will present written findings to the ADOC Commissioner who will make the final selection.

3.10 Award to Multiple Vendors

Selection may be made of one (1) or more vendors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Price shall be considered but need not be the sole determining factor.

- a) Qualifying Vendor(s) may be required to make an oral presentation at a date, time, and place to be determined by the Alabama Department of Corrections.
- b) After oral presentations have been conducted with each Vendor so selected, the ADOC shall select the Vendor(s) that, in its opinion, has made the best proposal, and shall negotiate with that Vendor(s). The State reserves the right to make multiple awards as a result of this solicitation.

The State of Alabama may cancel this Request for Proposals, or reject any or all proposals, at any time prior to award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the State determine, in writing and in its sole discretion, that only one (1) Vendor is fully qualified, or that one (1) Vendor is clearly more highly qualified than others under consideration, a contract may be negotiated and awarded to that Vendor. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and Vendor’s proposal.

3.11 Method of Payment

The ADOC shall not be responsible for funding the payment for the goods and services purchased under the terms of the resulting contract(s). The ADOC, however, will make payment for all Inmate commissary purchases to the Selected Vendor(s) from the Inmates Prisoner Money on Deposit (PMOD) Trust Fund accounts on a monthly basis.

SECTION IV

CERTIFICATIONS

4.1 Liability and Insurance

Vendor agrees to indemnify and hold harmless the State of Alabama, the ADOC, and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligation of Vendor included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of Vendor, its employees, agents, or representatives, or sub-Vendors, their employees, agents, or representatives in connection with or incident to the performance of their contract, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vendor and/or sub-Vendors, or claims under similar such law or obligations. Vendor obligation, under this Section, will not extend to any liability caused by the sole negligence of the ADOC or its employee(s).

4.2 Liability Coverage

Before signing the contract, Vendor must file with the ADOC a certificate from Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Vendor must carry general liability insurance coverage with one million dollars (\$1,000,000.00) combined single limit for personal injury and property damage that incorporates said coverage for all of Vendor's employees and sub-Vendors. This coverage is required to extend to services performed at the various facilities and institutions where services will be provided under the contract. Vendor will also be required to provide a certificate naming the ADOC as an additional insured prior to contract execution. Vendor must carry vehicle insurance meeting state law requirements. Coverage required, but not limited to, includes Comprehensive General Liability, Worker's Compensation, and Employee's Liability.

Vendor will provide legal representation, at its own expense, in defending all suits against Vendor or Vendor's employees. Vendor will pay all judgments and costs rendered against Vendor or Vendor's employees in said suits.

4.3 Notice to Parties

Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, General Council, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130. Notices to Vendor will be mailed to the address shown in its submitted proposal. Notices will be sent by registered mailed, return receipt requested.

Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information, provide timely notification to one another in the event of a claim against either party, and present a collaborative defense

against such claims. There will be no settlement of any claim by either party without consultation.

4.4 Legal Compliance

Vendor certifies compliance, or agreement to comply, with the following legal requirements and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these requirements.

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity:
 - 1) has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or
 - 2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the ADOC as a result of the conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - 1) the business has been finally adjudicated not guilty; or,
 - 2) the business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery, or attempted bribery, on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.5 Felony Conviction

No person or business entity or officer or director of such business entity convicted of a felony is eligible to do business with the ADOC from the date of conviction until ten (10) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

4.6 Inducements

Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony.

4.7 Reporting Anticompetitive Practices

When, for any reason, Vendor or a designee suspect collusion or other anticompetitive practice among any vendors or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and the ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing agency, designee, or executive officer who willfully uses or allows the use of specifications, requests for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.

4.8 Equal Employment Opportunities – Affirmative Action/Sexual Harassment

Vendor will:

- a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- b) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action;
- c) Provide such information with respect to its employees and applicants for employment and;
- d) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - 1) the illegality of sexual harassment;
 - 2) the definition of sexual harassment;
 - 3) a description of sexual harassment, utilizing examples;
 - 4) Vendor's internal complaint process, including penalties;
 - 5) the legal recourse, investigative, and complaint process available through Vendor;
 - 6) directions on how to contact Vendor; and
 - 7) protection against retaliation.

4.9 Performance Subject to Law

In compliance with the Equal Employment Opportunity and Nondiscrimination Practices Act, Vendor will:

- a) Comply with the provisions of the Civil Rights Act of 1964.

- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

4.10 Confidentiality and Use of Work Product

- a) Any documents or information obtained by Vendor from the ADOC in connection with the contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work products produced under the contract including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the ADOC in furtherance of performance of the contract will remain the property of Vendor. Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.
- b) Vendor will assume risk of loss until delivery to the designated facility.
- c) Vendor will do nothing to prejudice the ADOC to recover against third parties for any loss, destruction, or damage to State property, and will, upon request of the ADOC and at Vendor's expense, furnish to the ADOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the ADOC, in obtaining recovery.
- d) Vendor will maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage for bodily injury – including two hundred and fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Vendor must inform the ADOC and seek written permission for lesser coverage.
- e) Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Vendor hereunder, or any part thereof, by reason of any alleged infringement, Vendor will, at its expense, either:

- 1) modify the item so that it becomes non-infringing;
 - 2) procure for the ADOC the right to continue to use the item;
 - 3) substitute for the infringing item other item(s) having at least equivalent capability; or
 - 4) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.
- f) The ADOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the contract or use of Vendor provided supplies or services.

4.11 Warranty

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Vendor warrants that it has the title to, or the right to allow the ADOC to use, the supplies and services being provided and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the ADOC liable.

4.12 Breach and Other For Cause Terminations

The ADOC may terminate any contract(s) resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:

- a) Any breach of the contract that, if it is susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Vendor including, but not limited to, failure of Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
- b) Commencement of a proceeding by or against Vendor under the United States Bankruptcy Code or similar law, or any action by Vendor to dissolve, merge, or liquidate;
- c) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency;
- d) For the unavailability of funds appropriated or available to the ADOC; and for convenience of the ADOC.

4.13 Entire Contract

The contract, including any attachments, will constitute the entire contract between Vendor and the ADOC. Modifications and waivers must be in writing and signed or approved by

authorized representatives of Vendor and the ADOC to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the parties' intent.

4.14 Applicable Law

All services under the contract will be performed in accordance with applicable Alabama and Federal law, statutes, provisions, and regulations. Also, Vendor will comply with any Federal Court Orders that pertain to the operation of Alabama prisons and institutions for which the ADOC is statutorily responsible. Vendor's remedy for any claim under the contract is to file a claim against the ADOC with the Alabama Board of Adjustment.

SECTION V

OPERATIONAL REQUIREMENTS COMMISSARY (Statement of Needs)

Vendor may propose an on-site point of sale operation operated by Vendor's staff, an on-site bag and delivery commissary operation operated by Vendor's staff, bulk delivery to commissary stores operated by ADOC staff, off-site secure bag and delivery to commissary stores operated by ADOC staff; or, a combination of services. Vendor should also detail other operational enhancements that the ADOC should consider (i.e. kiosk).

It is Vendor's responsibility to develop proposals based upon sound business practices. The ADOC fully expects that Selected Vendor will fulfill all terms of the contract throughout the contract period.

The ADOC makes no guarantee, expressed or implied, with regard to actual consumption during the contract period. It should be further noted that changes in departmental policies and procedures may become necessary during the term of the contract. Those changes could impact commissary activity, either directly or indirectly.

MINIMUM SERVICES TO BE PROVIDED INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

5.1 General Service Requirements

- a) Selected Vendor shall maintain an adequate inventory of items specified for the service to fill each inmate's order on the day required. Substitution, deletions, or additions of products or portions specified must have prior approval of the ADOC.
- b) Selected Vendor shall propose commissary products that are new to the market for review and approval by the ADOC. Selected Vendor shall provide product samples when requested by the ADOC at no-charge to the ADOC.
- c) Personal property items, approved for sale in the commissary, must be purchased from the commissary. Personal property items that are not sold in the commissary may be purchased from an approved mail order source. Currently, ADOC inmates are allowed to purchase and/or possess one (1) pair of tennis, running, or athletic shoes from an approved catalog source.
- d) Personal property items, ordered through Selected Vendor, must be shipped and delivered to the commissary staff within fourteen (14) days after Selected Vendor receives an inmate's order (except for special size orders).
- e) Personal property orders will be received by Selected Vendor's on-site staff or the ADOC commissary staff and delivered to the inmate in accordance with the facility's standard operating procedures.

- f) Selected Vendor shall supply the ADOC with an independent Certified Public Accountant's yearly audit, that is in accordance with Generally Accepted Accounting Principles, within six (6) months of the end of Selected Vendor's fiscal year.

5.2 Equipment Requirements

- a) Selected Vendor must provide, at no cost to the ADOC, all necessary refrigeration, coolers, and other such equipment.
- b) Selected Vendor must provide, at no cost to the ADOC, all necessary food storage and temperature control equipment.
- c) Selected Vendor shall provide, at no cost to the ADOC, up to four (4) commercial grade microwave ovens per facility. Rated wattage must be a minimum of 800 watts.

5.3 Security Requirements

- a) Selected Vendor will be responsible for ensuring that all personnel, equipment, tools, keys, and supplies/materials comply with any and all rules, regulations, and procedures of the ADOC and the individual facilities. Questions should be addressed to the Warden or his/her designee at each facility. The individual facility's rules, regulations, and procedures governing the entry and/or conduct of Selected Vendor's staff required to work inside the facility will be made available and explained at the point of entry.
- b) All equipment, tools, supplies, and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use.
- c) All personnel entering a correctional facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors, or searches by narcotics detection canines.
- d) Products, containers, and packaging shall not have metal, glass, or powder as part of their content. Products must conform to all precautions for safety and security in a correctional facility, as determined by the ADOC. All products, containers, and packaging must be pre-approved by the ADOC before a product is made available to inmates.
- e) Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with inmates are prohibited and will be prosecuted under the provisions of the *Code of Alabama*. Vendor's personnel are prohibited from bringing into or taking out of an institution any items unless specifically approved. Any interaction between Selected Vendor's employees and an inmate that assists the inmate to escape is a felony and will be prosecuted.
- f) Vendor's personnel may not deliver, receive, or otherwise transfer any item (no matter how innocuous) to or from an inmate (except for those items detailed as approved in the contract resulting from this RFP) without express permission of the Warden or his/her designee.

- g) Vendor's personnel or representatives are limited to movement to, from, and within their assigned work area. No contact is allowed with inmates unless expressly approved.
- h) No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a correctional facility.
- i) The ADOC reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow published rules, regulations, or procedures.
- j) All of Selected Vendor's personnel are required to be dressed appropriately for the duties they are required to perform. Selected Vendor's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight-fitting, provocative, or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.
- k) Any mail or packages received at a facility will be searched prior to being delivered inside the security perimeter.
- l) The entrance of delivery vehicles or motorized equipment is subject to search. Delivery vehicles must not be left unattended, must be locked, and the keys must be removed from them. No vehicle is permitted to exit the security compound until after it is searched by an ADOC Correctional Officer.
- m) All employees of Selected Vendor who are required to regularly work inside the security perimeter must comply with all Department and Institution rules and regulations concerning employment. This includes:
 - 1) Submitting to an extensive background investigation conducted by the ADOC at no cost to Vendor or Vendor's employee.
 - 2) Attending an initial sixteen (16) hour new contract employee orientation and eight (8) hours of annual training thereafter. The Department will provide all training, but will not be responsible for any payroll payment to Vendor or employees of Vendor or for any other expense incurred. Vendor is responsible for monitoring and scheduling the annual training through the Department's Training Division.
 - 3) Submitting to random urinalysis testing at no cost to Selected Vendor or Vendor's employee.
- n) All of Selected Vendor's personnel must be in possession of a valid identification with a recent, clear photo in order to enter any ADOC facility. Institutional ID cards will be provided for Selected Vendor's personnel who are required to work routinely inside an ADOC facility.
- o) Vendor's computers must have an automatic lock-out system to prevent unauthorized use of the computer.

5.4 Technology Requirements

- a) The ADOC will require automated interfaces between Vendor's Commissary System and other ADOC applications.
- b) As part of Vendor's proposal, the ADOC requires: a proposed hardware configuration, minimum hardware requirements, network requirements, estimated network volume, and a listing of any additional software requirements.
- c) The ADOC Technology Division is Microsoft focused. Selected Vendor's solution will be required to operate in a Windows 2003 Server Active Directory domain environment with Windows XP clients. Any internal software security mechanisms must integrate with Active Directory such that users are not required to have a separate username and password for Selected Vendor's application. It would be the Department's preference that Selected Vendor's solution would use Microsoft SQL Server 2005 to satisfy any back-end database requirements.
- d) Selected Vendor must provide, install, and maintain, at no cost to the ADOC, a kiosk commissary ordering system, optical scanners, or other alternative equipment required to facilitate the processing of inmate commissary orders.
- e) The ADOC requires that Selected Vendor's data be accessible by ADOC staff. This includes, but is not limited to: definable data exports into other systems, definable data imports from other systems, ad hoc reporting, and ad hoc data extract files. This accessibility should be able to be processed in both real time and batch modes.
- f) Selected Vendor will be provided a list of inmates' fund balances electronically in either a single batch file or real time. Selected Vendor is responsible for assuring that sales do not exceed the inmates' PMOD balances.
- g) Once the selection process is complete, Selected Vendor will be required to adhere to ADOC defined project management procedures and change control processes. Access to the environment will be controlled by the ADOC and any access to the production environment will be granted on a case by case basis.

5.5 Delivery Requirements

- a) With the exception of a daily point of sales type window operation, Selected Vendor will be expected to provide, at a minimum, weekly deliveries to each of the nineteen (19) major facilities listed in Appendix C.
- b) Selected Vendor must make deliveries during normal business hours on the day(s) and at such times as are mutually agreeable to each facility's Warden. Each Warden will have approval authority over the delivery schedule for his/her facility.
- c) Selected Vendor must also be capable of handling alternate delivery days and times in order to accommodate scheduled State holidays.

- d) Transportation expense for delivering orders other than the scheduled weekly delivery, where such delivery is required through no fault of the facility, shall be the responsibility of Selected Vendor. Deliveries arriving at inappropriate times, as determined by the Warden of the respective facility, may be refused at the Warden's discretion. Redelivery at an appropriate time will be at Vendor's expense.
- e) Selected Vendor must ensure its delivery equipment and its drivers are at all times U.S. Department of Transportation certified.

5.6 Commissary Product Requirements

- a) Selected Vendor must sell and deliver the commissary items listed on the "Commissary Master Product and Price List," at the agreed upon price, to the nineteen (19) major facilities listed in Appendix C and to facilities that the ADOC elects to add during the life of the contract.
- b) The ADOC reserves the right to add, delete, and otherwise modify items included on the "Commissary Master Product and Price List" at its discretion based upon security considerations and/or needs and requests of the inmate population. Such changes will be made in writing by the ADOC and will become effective only after adequate notification to Selected Vendor. Sufficient time will be granted Selected Vendor to deplete any stock of items to be deleted from the "Commissary Master Product and Price List" for which the ADOC is the primary consumer.
- c) Selected Vendor must sell all commissary items according to the agreed upon price and must honor and maintain the agreed upon prices throughout the life of the contract. Selected Vendor must limit price increases to an amount equal to any increases experienced by Selected Vendor and such price increases are subject to ADOC approval.
- d) Written documentation regarding description and packaging changes or the non-availability of any item(s) must be provided to the ADOC and will become part of the contract between Selected Vendor and the ADOC.
- e) Selected Vendor shall make no substitutions for products, either in quantity or packaging size, without prior written approval from the ADOC.
- f) Selected Vendor shall provide only first quality merchandise. Delivery of dated food items must be scheduled so as to ensure a reasonable remaining shelf life at the time of delivery to the facilities (or to be determined by the manufacturer's freshness date).
- g) Should items on the agreed upon "Commissary Master Product and Price List" become unavailable or cannot be delivered on time by Selected Vendor, the ADOC may purchase the items from sources other than Selected Vendor.

5.7 Commissary Contract Performance Requirements

Selected Vendor will be measured in the following areas for commissary contract performance:

- a) The Department's approved delivery schedule of date and time for each facility will be adhered to and any deviation is unacceptable without prior approval. Failure to maintain approved delivery schedule without notification and approval of a new delivery schedule on a habitual basis may result in a penalty ranging from \$100 to \$1,000 per incident and may increase for subsequent offenses.
- b) Any deviation from the Department's standardized commissary list is unacceptable and is subject to a fine ranging from \$100 to \$1,000 per incident.
- c) Selected Vendor must provide the inventory as specified with not more than five percent (5%) of the approved commissary list shown as out of stock per week. Selected Vendor must notify the Department of said changes in approved inventory items weekly and the reason for the change. If there is a pattern of repeating the same reason for change over a period of 30 days, Selected Vendor will immediately implement systems to eliminate future occurrences. Penalties ranging from \$100 to \$1,000 per item may be imposed by the Department for habitual out of stock items.
- d) Failure to provide price verification reports twice annually or upon request of the Department may result in a fine of up to \$1,000 and increase for each offense.

5.8 Reporting Requirements

The following reports will be provided by Selected Vendor to the ADOC:

- a) A "Monthly Commission Report" for point of sale, on-site bagging, and off-site secure bagging operations.
- b) A "Quarterly Report" for point of sale, on-site bagging, and off-site secure bagging operations that shows, on a per item basis for all items sold through the commissary operation, the number of backorders taken for each item. The report will also indicate how many times a substitute product was provided rather than the product ordered. The report will be due to the Contract Administrator and the facility's Business Manager no later than the tenth (10th) day of the month immediately following the end of each quarter.
- c) Selected Vendor must provide the ADOC with documentation substantiating the amount of all price increases to be passed on to the facilities. Such documentation must be provided to the ADOC for evaluation and approval prior to the application of any price increases by Vendor.
- d) Selected Vendor will notify the ADOC, in writing, of any items included in the agreed upon Commissary Master Product and Price List that:
 - 1) can no longer be supplied by Vendor; or
 - 2) are no longer packaged as described on the Commissary Master Product and Price List.

5.9 Privatization – Vendor Operated On-Site Point of Sale and/or Bag and Deliver Requirement

- a) Selected Vendor shall be responsible for the delivery and receipt of commissary product shipments at each ADOC facility where commissary products are stocked and/or sold.
- b) Selected Vendor must provide a means to handle the ordering of all approved commissary items by inmates, to include perishable sandwich line items, at commissary store front windows using a point of sales system and/or a weekly on-site bagging and delivery system operated by Selected Vendor.
- c) Selected Vendor must provide, at no cost to the ADOC, all necessary ice machines, freezers, coolers, and other such equipment provided to ADOC facilities under local drink and ice cream vendor contracts. A list showing the current number of ice machines, freezers, and coolers provided by local drink and ice cream vendor contracts can be found at Appendix I.
- d) Selected Vendor must supply the inmates, at no cost to the ADOC, with order forms required by the inmates to place weekly commissary orders.
- e) Selected Vendor must provide commissary and sandwich line services to the inmates at each ADOC major institutions seven (7) days per week, or on scheduled days and hours approved by the facilities' respective Wardens. This schedule must be met during holidays. In addition, any exception to the schedule must be approved by the respective facility's Warden.
- f) Selected Vendor will propose a plan regarding how a commissary store front point of sales system would be operated by Selected Vendor.
- g) Selected Vendor will propose a plan regarding how commissary orders are to be bagged on-site and delivered directly to each inmate.
- h) Selected Vendor will propose a monthly commissary commission, or a per-diem in lieu thereof, on all gross sales excluding non-commissionable sales. The commission, for sales taking place the previous month, shall be paid to the ADOC no later than the tenth (10th) day of each month.
- i) Orders bagged on-site must be delivered to the inmate no later than two calendar (2) days after orders are placed. Orders must be delivered and receipted by Selected Vendor's On-Site staff to the inmates. Delivery hours at each facility will be set by the Warden and guaranteed by Selected Vendor unless the Warden notifies Selected Vendor of any changes due to security requirements.
- j) Selected Vendor must provide a plan for handling returned orders for: (1) those inmates that were released or transferred and (2) damaged goods and shortages (i.e. out of stock items). Errors (i.e. overcharges) shall be corrected within 48 hours.
- k) Two (2) copies of the sales receipt shall be presented to the inmate for his/her signature at the time of a point of sale transaction or upon delivery of pre-bagged items to the inmate. One (1) copy is to be retained by Selected Vendor's onsite staff for ADOC audit review and one (1) copy is to be given to the inmate. The receipt should contain the following information:
 - 1) Inmate name (First and Last)
 - 2) Inmate AIS number

- 3) Inmate location
 - 4) Items, quantities ordered, item selling price
 - 5) Total cost of transaction
 - 6) An inmate signature line
- l) Selected Vendor shall purchase the existing commissary inventory from the ADOC at the cost the ADOC originally bought the items. The commissary inventory must be purchased within 30 days from the date Selected Vendor is awarded a contract by the ADOC for commissary services. The average on-hand dollar value of the existing commissary inventory as of July 31, 2008, was \$540,344.
 - m) The ADOC shall provide the existing storage and commissary space at each facility. Vendor can provide additional storage and space with the approval of the ADOC and at no cost to the ADOC.
 - n) The ADOC shall provide the on-site utilities required to operate the commissary on-site stores and/or on-site bag and deliver operations. Selected Vendor will pay for telephone services.
 - o) Vendors who submit a proposal to privatize the commissaries must provide the Department with a listing of positions and functions for direct staff for each site. For any future expansion to this contract, staffing levels at the future sites will be negotiated. Staffing levels should be commensurate with acceptable delivery of service as defined in this RFP.
 - p) If the ADOC awards a contract to a vendor to privatize the ADOC commissaries, the ADOC requires Selected Vendor to:
 - 1) Interview ADOC employees who currently work in its commissaries and make an offer of employment to all ADOC employees who may be displaced as a result of the contract that results from this RFP. See Appendix H, ADOC Commissary Staffing, for a listing of ADOC employees by facility and classification working in ADOC commissaries as of July 31, 2008.
 - 2) Selected Vendor is responsible for the daily operations of the commissaries and must be committed to the contract. Meetings with the Commissioner or his designee for implementation, problem solving, and contract monitoring will be required as necessary. The Department, throughout the duration of this contract, will determine the frequency of these meetings.
 - 3) Selected Vendor must be available to attend the Department's quarterly Warden's meetings, as necessary, to address any commissary problem areas. The Department, throughout the duration of this contract, will determine the necessity of Selected Vendor's attendance at these meetings.
 - q) Selected Vendor may utilize inmate labor to the maximum degree possible to reduce cost and provide employment opportunities for inmates.

- r) Selected Vendor shall be responsible for reporting inmates observed violating any laws or ADOC rules of conduct to ADOC security personnel. Selected Vendor may request the institution remove any inmate it feels is unsuitable for the commissary service function.
- s) Selected Vendor shall be responsible for providing inmates with training in any particular task to which the inmate is assigned. Vendor shall document this training and make such documentation available to the Warden or his/her designee. Selected Vendor shall be responsible for evaluating inmates in writing and keeping a file of these evaluations. Selected Vendor shall provide the Warden or his/her designee copies of these evaluations.
- t) Selected Vendor shall use care in the use of space and equipment. Selected Vendor shall bear the expense of necessary repairs if they are caused by the negligence of Vendor's employees. The ADOC shall be responsible for accomplishing the repairs. Once the repairs are completed, the cost of the repairs will be billed to Selected Vendor and Selected Vendor shall reimburse the ADOC within thirty (30) days after issuance of the invoice.
- u) Selected Vendor shall report all hazardous equipment or conditions that are in need of immediate attention, repair, and/or replacement to the facility's Warden.
- v) Selected Vendor shall be responsible for maintaining a sanitary work area and will be subject to inspections of the work area by the Alabama Department of Public Health.

5.10 Vendor Operated Off-Site Secure Bag and Delivery System Requirements

- a) Selected Vendor must provide an off-site secure bag and delivery system for inmates on a pre-order basis at least once per week.
- b) Vendor is to define in detail the operations for an off-site secure bag and delivery system for all approved commissary items, to include perishable sandwich line items.
- c) With the exception of stamps, Vendor will propose a monthly Commissary Fund commission, or per-diem in lieu of, on all gross sales. The commission, for sales taking place the previous month, shall be paid to the ADOC no later than the tenth (10th) day of each month.
- d) Vendor is to define in detail how it will handle credits for lost bags, missing items, undelivered orders, and spoilage.
- e) Selected Vendor must supply the inmates, at no cost to the ADOC, with order forms required by the inmates to place weekly commissary orders.
- f) Selected Vendor will bag each inmate's commissary order in a sealed and secure see through material. Items being delivered will be subject to search prior to being issued to the inmates. Inmates shall sign for the items at the time of delivery.
- g) Selected Vendor must include two (2) copies of the inmate's order form inside the secure bag, one (1) for the inmate and one (1) for the ADOC Canteen Manager. The order forms should be sealed in the bag in such a manner that will allow the Canteen Manager to identify

the order by inmate name and AIS number. The receipt should contain the following information:

- 1) Inmate name (First and Last)
 - 2) Inmate AIS number
 - 3) Inmate location
 - 4) Items, quantities ordered, item selling price
 - 5) Total cost of transaction
 - 6) An inmate signature line
- h) Selected Vendor shall deliver inmates' orders directly to the ADOC Canteen Manager at each facility. Unless the ADOC and Vendor mutually agree upon an alternative distribution system, orders will be delivered to the inmates by ADOC canteen staff members. Inmates will be required to sign for their orders and the ADOC Canteen Manager will maintain a signed copy of said order.
- i) Selected Vendor is responsible for settling accounts if an inmate is released from prison prior to delivery of order. Orders processed for inmates who are transferred to other facilities prior to delivery will be credited back to the inmate purchaser's account or voided by Selected Vendor.
- j) Inmates will only be charged for those items received and every effort will be made by Selected Vendor to maintain adequate inventory levels to minimize "out of stock" items.
- k) In the event a secured delivery system order is short an item or items, upon verification by Department personnel, Selected Vendor will rectify the shortage forthwith.
- l) Inmates shall not be charged for any transaction for which Selected Vendor cannot provide supporting documentation.

5.11 Bulk Delivery Requirements

- a) Vendors submitting proposals for distributing items in bulk to the nineteen (19) Major ADOC commissaries, listed in Appendix C, must provide wholesale pricing for all items listed in Appendix G. Vendors must enter the wholesale unit price for each item, multiply the unit price times the estimated consumption quantity, record the total price in the "Extended Cost" column, total the extended cost for each page and record the total in the space provided on the last page, and add the page totals for a grand total.
- b) Vendor is to define in detail in its response how it will handle credits for missing items, undelivered orders, and spoilage.

APPENDICES

APPENDIX A

VENDOR PROPOSAL FORM

APPENDIX A VENDOR PROPOSAL FORM

Failure to complete and provide this form with the proposal submission will result in rejection of your proposal.

1. VENDOR'S PRIMARY CONTACT:

Company Name:		Primary Contact:	
Mailing Address:		Phone:	
City, State, Zip:		E-mail address:	

2. YEARS IN BUSINESS: Indicate below the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

3. VENDOR INFORMATION:

FIN or FEI Number:		(If Company, Corporation, or Partnership)
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Social Security Number:		(If Individual)
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Alabama Business License Number:	
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4. BUSINESS REFERENCES: Indicate below a minimum of three (3) current or recent accounts, either governmental or commercial, for which your company has provided goods and/or services similar in nature to the Statement of Needs in the Request for Proposals. Include the length of service and the time, address, and telephone number of the point of contact.

A.	Company:		Contact:	
	Phone:	()	Fax:	()
	Project:			
	Dates of Service:		\$ Value:	

B.	Company:		Contact:	
	Phone:	()	Fax:	()
	Project:			
	Dates of Service:		\$ Value:	

C.	Company:		Contact:	
	Phone:	()	Fax:	()
	Project:			
	Dates of Service:		\$ Value:	

D.	Company:		Contact:	
	Phone:	()	Fax:	()
	Project:			
	Dates of Service:		\$ Value:	

5. SALES COMMISSION AND BULK DELIVERY PRICING

- a) **Sales Commission:** Vendors submitting a proposal for an On-Site Vendor Operated Point of Sale and/or Bag and Deliver Operation (privatization), or an Off-Site Secure Bag and Deliver Operation to Commissaries operated by ADOC Commissary Staff, shall be required to propose a monthly commissary commission on all gross sales of approved commissary items (see Appendix G), excluding non-commissionable sales, in their proposal submissions. The information submitted will be used for evaluation purposes.
- b) **Bulk Delivery Pricing:** Vendors submitting proposals for distributing items in bulk to the nineteen (19) Major ADOC commissaries, listed in Appendix C, must provide wholesale pricing for all items listed in Appendix G. Vendors must enter the wholesale unit price for each item, multiply the unit price times the estimated consumption quantity, record the total price in the “Extended Cost” column, total the extended cost for each page and record the total in the space provided on the last page, and add the page totals for a grand total. The information submitted will be used for evaluation purposes.

The final assortment of products sold through ADOC Commissaries shall be subject to negotiation. Be sure to indicate any proposal that does not conform to the indicated product size/measurement (state the alternative size/measurement proposed).

Be aware that the ADOC may request product samples to be submitted on a no-charge basis for evaluation of quality. If Vendor does not make arrangements for the return of product samples within ten (10) days after notification from the ADOC, the ADOC may dispose of the product samples.

In addition to all other requirements detailed in this Price Schedule, Vendor should state any volume discounts and or pricing discounts that will be offered based on increased purchasing volume or rebates.

Vendor should also detail all taxes that will be added to the set purchase price of those items that are subject to tax.

I/we agree to furnish the services as set forth in this proposal, and guarantee that each menu item proposed for sale in the ADOC commissaries to the ADOC inmates meets or exceeds all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to furnish the Goods and Services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Sworn to and subscribed before me and given under my hand and official seal this the _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX B

ENVELOPE LABEL SAMPLE

FOR

PROPOSAL SUBMISSION

APPENDIX B
PROPOSAL SUBMISSION ENVELOPE LABEL SAMPLE
FOR DIRECT DELIVERY BY UPS OR FEDEX

Vendor's Name:
Vendor's Address:

State of Alabama
Department of Corrections
301 South Ripley Street
Montgomery, Alabama 36104

ADOC Commissioner
ADOC RFP #: CAT 050708
RFP Hour and Due Date:
5:00 p.m. CST, October 31, 2008.

APPENDIX C

FACILITY LISTING

AND

AVERAGE MONTHLY POPULATION

APPENDIX C

FACILITY LISTING AND AVERAGE MONTHLY POPULATION

As of June 30, 2008

Additional information about ADOC facilities, including average monthly population for Major Institutions and Work Release Centers, can be found on the ADOC website: www.doc.alabama.gov.

FACILITIES	FACILITY ADDRESS	BED CAPACITY	AVERAGE MONTHLY POPULATION
Bibb County Correctional Facility	565 Bibb Lane, Brent, AL 35034	1,950	1,897
Bullock Correctional Facility	104 Bullock Drive, Union Springs, AL 36089	1,606	1,551
Donaldson Correctional Facility	100 Warrior Lane, Bessemer, AL 35023	1,782	1,624
Draper Correctional Facility	2828 Highway 143, Elmore, AL 36025	1,255	1,230
Easterling Correctional Facility	200 Wallace Drive, Clio, AL 36017	1,387	1,386
Elmore Correctional Facility	3520 Marion Spillway Road, Elmore, AL 36025	1,176	1,086
Fountain/J.O. Davis Correctional Facilities	9677 Hwy 21 North, Atmore, AL 36503	1,652	1,613
Frank Lee Work Release Center	5305 Ingram Road, Deatsville, AL 36022	300	286
Hamilton Aged and Infirm	223 Sasser Drive, Hamilton, AL 35570	300	274
Holman Correctional Facility	866 Ross Road, Atmore, AL 36503	1,031	966
Kilby Correctional Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	1,459	1,453
Limestone Correctional Facility	28779 Nick Davis Road, Harvest, AL 35749	2,433	2,309
Montgomery Women's Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	300	291
Red Eagle Honor Farm	1290 Red Eagle Road, Montgomery, AL 36110	340	327
St. Clair Correctional Facility	1000 St. Clair Road, Springville, AL 35146	1,545	1,513
State Cattle Ranch	1132 County Road 73, Greensboro, AL 36744	112	49
Staton Correctional Facility	2690 Marion Spillway Road, Elmore, AL 36025	1,401	1,377
Tutwiler Correctional Facility	8966 US Hwy 231 North, Wetumpka, AL 36092	998	932
Ventress Correctional Facility	379 Highway 239 North, Clayton, AL 36016	1,665	1,636
Alabama Therapeutic Education Facility *	108 Mildred Street, Columbiana, Alabama 35051	400	219
TOTAL:		23,092	22,019

* The Alabama Therapeutic Education Facility (ATEF) is a contract facility operated by Community Education Centers in Columbiana, Alabama. Commissary orders for male inmates housed at the ATEF are filled at St. Clair Correctional Facility, then picked up by ATEF staff and delivered to the inmates at the ATEF. Commissary orders for female inmates housed at the ATEF are filled at Tutwiler Correctional Facility, then picked up by ATEF staff and delivered to the inmates at the ATEF.

APPENDIX D

COMMISSARY METHOD OF OPERATION

APPENDIX D

COMMISSARY METHOD OF OPERATION

MAJOR ADOC FACILITIES	METHOD OF OPERATION	SANDWICH LINE
BIBB COUNTY C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (7 days per week)
BULLOCK C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (7 days per week)
DONALDSON C.F.	ON SITE BAG AND DELIVER (NOTE 1)	NO
DRAPER C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (7 days per week)
EASTERLING C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (7 days per week)
ELMORE C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (7 days per week)
FOUNTAIN C.F. and J.O. DAVIS C.F.	ON SITE BAG AND DELIVER (NOTE 2)	YES (7 days per week)
FRANK LEE YOUTH CENTER	ON SITE BAG AND DELIVER (NOTE 1)	YES (7 days per week)
HAMILTON AGED AND INFIRMED	WINDOW (3 DAYS PER WEEK)	YES (7 days per week)
HOLMAN C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (6 days per week)
KILBY C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (7 days per week)
LIMESTONE C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (5 days per week)
MONTGOMERY WOMEN'S FACILITY	WINDOW (3 DAYS PER WEEK)	YES (3 days per week)
RED EAGLE HONOR FARM	ON SITE BAG AND DELIVER (NOTE 1)	NO
ST. CLAIR C.F.	ON SITE BAG AND DELIVER (NOTES 1, 3)	YES (7 days per week)
STATE CATTLE RANCH	WINDOW (7 DAYS PER WEEK)	NO
STATON C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (7 days per week)
TUTWILIER C.F.	ON SITE BAG AND DELIVER (NOTE 1)	NO
VENTRESS C.F.	ON SITE BAG AND DELIVER (NOTE 1)	YES (5 days per week)
ALABAMA THERAPEUTIC EDUCATION FACILITY	OFF SITE BAG AND DELIVER (NOTE 4)	NO

NOTE 1: Inmates submit store orders once per week. Orders are filled by store personnel and the inmate returns to pick up the order at an arranged date and time. Pickup dates and times are normally scheduled by dormitory assignment.

NOTE 2: Inmates assigned to Fountain C.F. submit orders once per week. Orders are filled by store personnel and the inmate returns to pick up the order at an arranged date and time. Inmates assigned to J.O. Davis C.F. also submit store orders once per week. These orders, however, are bagged on-site by the Fountain Commissary Staff and delivered to inmates at J.O. Davis.

NOTE 3: Inmates submit store orders once per week. Orders are filled by store personnel and the inmate returns to pick up the order at an arranged date and time. Pickup dates and times are normally scheduled by dormitory assignment. Inmates are also allowed to walk-up to the window on Fridays and purchase items.

NOTE 4: Male inmates assigned to the Alabama Therapeutic and Education Facility (ATEF) submit store orders once per week to St. Clair Correctional Facility. These orders are bagged on-site by the St. Clair C.F. Commissary Staff, then picked up by ATEF staff members and delivered to the male inmates at the ATEF. Female inmates assigned to the Alabama Therapeutic and Education Facility (ATEF) submit store orders once per week to Tutwiler Correctional Facility. These orders are bagged on-site by the Tutwiler Commissary Staff, then picked up by ATEF staff members and delivered to the female inmates at the ATEF.

APPENDIX E

COMMISSARY

MASTER PRODUCT AND PRICE LIST

APPENDIX E

COMMISSARY MASTER PRODUCT AND PRICE LIST

As of August 4, 2008

CATEGORY	ITEM	SERVING	SELL
BEVERAGE	GATORADE ORANGE DRINK	EACH	0.65
BEVERAGE	GATORADE LEMON LIME DRINK	EACH	0.65
BEVERAGE	COCA COLA	EACH	0.65
BEVERAGE	MELLOW YELLOW	EACH	0.65
BEVERAGE	MR. PIBB	EACH	0.65
BEVERAGE	SPRITE	EACH	0.65
BEVERAGE	FANTA: ORANGE / GRAPE / STRAWBERRY	EACH	0.65
BEVERAGE	ROOT BEER	EACH	0.65
BEVERAGE	DIET COCA COLA	EACH	0.65
BEVERAGE	DIET SPRITE	EACH	0.65
BEVERAGE	7-UP	EACH	0.65
BEVERAGE	BIG RED	EACH	0.65
BEVERAGE	COUNTRY TIME LEMONADE	EACH	0.65
BEVERAGE	RC COLA	EACH	0.65
BEVERAGE	WELCH'S GRAPE	EACH	0.65
BEVERAGE	WELCH'S STRAWBERRY	EACH	0.65
BEVERAGE	PEPSI COLA	EACH	0.65
BEVERAGE	DR. PEPPER	EACH	0.65
BEVERAGE	MOUNTAIN DEW	EACH	0.65
BEVERAGE	DIET MOUNTAIN DEW	EACH	0.65
CANDY	ATOMIC FIREBALL	SINGLE PIECE	0.09
CANDY	ASSORTED FRUIT MIX HARD CANDY	WHOLE BAG	2.94
CANDY	3 MUSKATEERS BAR	SINGLE BAR	0.79
CANDY	BABY RUTH BIG BAR	SINGLE BAR	1.37
CANDY	HERSHEY CHOCALATE BAR	SINGLE BAR	0.79
CANDY	SNICKERS W/ALMONDS	SINGLE BAR	0.79
CANDY	MILKY WAY BAR	SINGLE BAR	0.79
CANDY	PEPPERMINT STICKS	SINGLE PIECE	0.13
CANDY	REESE PEANUT BUTTER CUPS	SINGLE PACK	0.79
CANDY	SNICKERS BAR	SINGLE BAR	0.79
CEREAL	CEREAL - RAISIN BRAN	EACH	0.46
CEREAL	CEREAL - FROSTED FLAKES	EACH	0.44
COFFEE	TASTER'S CHOICE INSTANT COFFEE	POUCH	4.21
COOKIES	BUTTER COOKIES	SINGLE PACK	0.71
COOKIES	CHOCOLATE CHIP COOKIES	SINGLE PACK	0.71
COOKIES	LEMON CREAM COOKIES	SINGLE PACK	0.71

COOKIES	OATMEAL COOKIES	SINGLE PACK	0.71
COOKIES	PEANUT BUTTER COOKIES	SINGLE PACK	0.71
COOKIES	VANILLA SUGAR WAFER COOKIES	SINGLE PACK	0.71
COOKIES	VANILLA CRÈME COOKIES	SINGLE PACK	0.71
COOKIES	SUGAR FREE VANILLA WAFER	SINGLE PACK	0.45
COSMETICS	PRESSED POWDER (VARIETY OF SHADES)	EACH	6.81
COSMETICS	MASCARA – BLACK	EACH	5.76
COSMETICS	EYELINER – BLACK	EACH	5.76
COSMETICS	EYELINER – BROWN	EACH	5.76
COSMETICS	BASE MAKEUP	EACH	6.81
COSMETICS	LIPSTICK – MOCHA SWISS	EACH	6.81
COSMETICS	LIPSTICK - BERRY RED	EACH	6.81
COSMETICS	LIPSTICK – EXPRESSO	EACH	6.81
COSMETICS	LIPSTICK – CHOCO RASBERRY	EACH	6.81
CRACKERS	GRAHAM CRACKERS	BOX	3.12
CRACKERS	CHEESE CRACKERS W/CHEESE (8 PACK BOX)	8 PAK BOX	2.37
CRACKERS	CHEESE CRACKERS W/CHEESE (SINGLE PACK)	SINGLE PACK	0.30
CRACKERS	SALTINE CRACKERS (UNBRANDED)	SINGLE PACK	0.28
CREAMER	COFFEE CREAMER PACKETS - (50 COUNT BAG)	Pack of 50	0.83
DAIRY	ICE CREAM (ASSORTED PINTS)	EACH	2.19
DAIRY	MILK (1/2) PINT	EACH	0.44
DRINK MIX	SUGAR FREE DRINK MIX (PEACH)	EACH	1.75
DRINK MIX	SUGAR FREE DRINK MIX (FRUIT PUNCH)	EACH	1.75
DRINK MIX	SUGAR FREE DRINK MIX (ORANGE)	EACH	1.75
DRINK MIX	SUGAR FREE DRINK MIX (GRAPE)	EACH	1.75
DRINK MIX	SUGAR FREE DRINK MIX (LEMONADE)	EACH	1.75
DRINK MIX	SUGAR FREE COCOA MIX (SINGLE ENVELOPE)	ENVELOPE	0.30
DRINK MIX	COCOA MIX (SINGLE ENVELOPE)	ENVELOPE	0.21
DRINK MIX	PRE SWEETENED GRAPE MIX	EACH	5.12
DRINK MIX	PRE SWEETENED LEMONADE MIX	EACH	5.12
DRINK MIX	PRE SWEETENED TROPICAL PUNCH MIX	EACH	5.12
DRINK MIX	PRE-SWEETENED CHERRY MIX	EACH	5.12
ELECTRONICS	DURACELL BATTERY - SIZE AA (2 PER PACK)	PACK OF 2	1.58
ELECTRONICS	DURACELL BATTERY - SIZE AAA (2 PER PACK)	PACK OF 2	2.54
ELECTRONICS	PHILLIPS HEADPHONES	ONE (1) PAIR	10.50
ELECTRONICS	JENSEN AM/FM RADIO WITH HEADPHONES (CLEAR CASE)	EACH	24.47
FOOD	SUMMER SAUSAGE	EACH	1.71
FOOD	SPAM (POUCH)	POUCH	1.61
FOOD	VIENNA SAUSAGE (POUCH)	POUCH	1.87
FOOD	SQUEEZE CHEESE	EACH	3.14
FOOD	HOT SAUCE	EACH	0.74
FOOD	TUNA	SINGLE POUCH	1.51
FOOD	SARDINES IN OIL	SINGLE POUCH	1.55

FOOD	SARDINES IN TOMATO SAUCE	SINGLE POUCH	1.55
FOOD	DINTY MOORE MICROWAVABLE ROAST BEEF W/GRAVY	EACH	2.78
FOOD	DINTY MOORE MICROWAVABLE TURKEY AND DRESSING	EACH	2.78
FOOD	DINTY MOORE MICROWAVABLE BEEF STEW	EACH	2.78
FOOD	HORMEL MICROWAVABLE BEEF STEW	EACH	1.49
FOOD	HORMEL MICROWAVABLE CHILI WITH BEANS	EACH	1.49
FOOD	HORMEL MICROWAVABLE LASAGNA	EACH	1.49
FOOD	HORMEL MICROWAVABLE SCALLOP POTATOES AND HAM	EACH	1.49
FOOD	TWIN CHILI DOG (2 PER PACK)	PACK OF 2	2.54
FOOD	GRILLED CHICKEN BREAST	EACH	2.27
FOOD	DOUBLE CHEESEBURGER	EACH	2.23
FOOD	LEAN HAM AND CHEESE ON KAISER BUN	EACH	2.27
FOOD	HOAGIE	EACH	2.19
FOOD	PIZZA	EACH	1.61
FOOD	SAUSAGE AND EGG MICROWAVABLE BISCUIT	EACH	1.48
FOOD	SAUSAGE AND CHEESE MICROWAVABLE BISCUIT	EACH	1.19
FOOD	TWIN SAUSAGE BISCUIT	2 PER PACK	0.92
HAIR CARE	BLEACHING CREAM	EACH	7.96
HAIR CARE	SUAVE AOE VERA SHAMPOO	EACH	2.19
HAIR CARE	BLUE MAGIC PRESSING OIL	EACH	3.29
HAIR CARE	HEAD AND SHOULDERS DANDRUFF SHAMPOO	EACH	6.48
HAIR CARE	HAIR CONDITIONER	EACH	4.88
HAIR CARE	SULFUR 8 SHAMPOO	EACH	4.20
HAIR CARE	CLEAR PLASTIC SHOWER CAP	3 PACK	0.44
HAIR CARE	CLAIROL INFUSIUM 23 CONDITIONER	EACH	7.88
HAIR CARE	ISOPLUS STYLING GEL	EACH	2.19
HAIR CARE	MAGNIFICENT HAIR FOOD	EACH	2.92
HAIR CARE	S&B RELAXER KIT	EACH	9.63
HAIR CARE	COLDWAVE PERM END RAPS	PACK	1.91
HAIR CARE	COLDWAVE PERM KIT	EACH	3.83
HAIR CARE	HAIRSPRAY (ALCOHOL FREE)	EACH	3.15
HAIR CARE	PROCLAIM STYLING GEL	EACH	3.59
HAIR CARE	PERM RODS (MEDIUM)	BAG OF 12	1.03
HAIR CARE	POCKET COMB (2 PER PACK)	PACK	0.67
HAIR CARE	POCKET COMB (SINGLE)	EACH	0.53
HAIR CARE	BOBBY PINS (BLACK)	PACK	0.79
HAIR CARE	HAIR BRUSH (FLAIR STYLE)	EACH	2.63
HEALTH	SUNSCREEN (SPF 30)	EACH	6.74
HEALTH	CHAP-STICK	EACH	0.88
HEALTH	ACETAMINOPHEN (325 MG)	EACH	1.23
HEALTH	IBUPROFEN (200 MG)	EACH	1.23
HEALTH	CHLORPHENIRAME (4 MG)	EACH	1.23
HEALTH	MULTIVITAMIN	EACH	3.50

HEALTH	GLUCOSE TABLETS	EACH	1.98
HEALTH	ANTACIDS WITH CALCIUM	EACH	2.63
HEALTH	HYDROCORTISONE CREAM	EACH	1.89
HEALTH	TOLFANATE CREAM	EACH	2.63
HEALTH	CALAMINE LOTION	EACH	1.75
HEALTH	ANTIBIOTIC OINTMENT	EACH	2.80
HEALTH	MYCONAZOLE CREAM (2%)	EACH	7.70
HEALTH	HEMORRHOIDAL CREAM	EACH	4.03
HEALTH	MENTHOL COUGH DROPS	EACH	0.79
HYGIENE	COLGATETOOTHPASTE	EACH	2.15
HYGIENE	CREST TOOTHPASTE	EACH	3.06
HYGIENE	TOOTHBRUSH HOLDER	EACH	0.56
HYGIENE	DENTAL FLOSS (WAXED)	EACH	1.49
HYGIENE	TOOTHBRUSH (MEDIUM)	EACH	1.05
HYGIENE	TOOTHBRUSH (SOFT)	EACH	1.05
HYGIENE	MOUTHWASH MINT (NON-ALCOHOL)	EACH	2.10
HYGIENE	POLIDENT TABLETS	EACH	4.73
HYGIENE	POLIGRIP	EACH	4.04
HYGIENE	ORAJEL	EACH	5.25
HYGIENE	SOAP CONTAINER	EACH	0.53
HYGIENE	COAST BATH SOAP (SINGLE BAR)	SINGLE BAR	1.17
HYGIENE	DOVE BATH SOAP (SINGLE BAR)	SINGLE BAR	1.61
HYGIENE	IVORY BATH SOAP (SINGLE BAR)	SINGLE BAR	.53
HYGIENE	PALMOLIVE BATH SOAP (SINGLE BAR)	SINGLE BAR	0.56
HYGIENE	DIAL GOLD BATH SOAP (SINGLE BAR)	SINGLE BAR	1.21
HYGIENE	OLAY SENSITIVE SKIN BATH SOAP (SINGLE BAR)	SINGLE BAR	1.35
HYGIENE	COAST BATH SOAP (3 PAK)	3 BAR PACK	3.54
HYGIENE	IVORY BATH SOAP (3-PAK)	3 BAR PACK	1.59
HYGIENE	PALMOLIVE BATH SOAP (3-PAK)	3 BAR PACK	1.68
HYGIENE	BARBASOL SHAVE CREAM	EACH	1.66
HYGIENE	BIC SINGLE RAZOR	EACH	0.53
HYGIENE	BIC RAZOR (3-PACK)	3 PACK	1.58
HYGIENE	LADY'S CHOICE SOLID DEODORANT	EACH	1.56
HYGIENE	MENNEN SPEED STICK DEODORANT	EACH	2.92
HYGIENE	RIGHT GUARD STICK DEODARANT	EACH	3.12
HYGIENE	SURE ROLL-ON POWDER DEODORANT	EACH	5.83
HYGIENE	ARM AND HAMMER WIDE SOLID DEODORANT	EACH	4.17
HYGIENE	PANTILINERS	EACH	2.63
HYGIENE	MAXI PADS (REGULAR)	BOX	6.13
HYGIENE	MAXI PADS (SUPER)	BOX	6.13
HYGIENE	DOUCHE (VINEGAR AND WATER)	EACH	1.58
HYGIENE	TAMPAX TAMPONS (SUPER)	BOX	3.24
HYGIENE	TAMPAX TAMPONS (REGULAR)	BOX	3.24

HYGIENE	DETERGENT - 12oz Box	BOX	1.24
HYGIENE	EMORY BOARDS	PACK	0.77
HYGIENE	NAIL CLIPPERS (NO FILE)	EACH	0.96
HYGIENE	TOILET TISSUE	SINGLE ROLL	0.70
HYGIENE	FLUSHABLE WIPES (56 COUNT)	TUB	3.50
JUICE	UNSWEET ORANGE JUICE	EACH	0.54
JUICE	V-8 VEGETABLE JUICE	EACH	0.60
OTHER	MATCHES (SINGLE BOOK)	EACH	0.02
OTHER	PINE DOWELL (5/16" X 36")	EACH	0.39
OTHER	BOAT KIT	KIT	15.40
OTHER	ELMER'S GLUE	EACH	1.38
OTHER	MATCHES (50 PER PACK)	PACK OF 50	1.06
OTHER	POSTER BOARD (WHITE)	SHEET	0.36
OTHER	MASTER PADLOCK (1&1/2 INCH)	EACH	10.06
OTHER	PLASTIC COFFE CUP	EACH	0.79
OTHER	PLASTIC TUMBLER	EACH	0.61
OTHER	NECK CHAIN 24 INCH	EACH	1.49
PASTRY	BUTTERHORN DANISH ROLL	EACH	0.83
PASTRY	CINAMON ROLL	EACH	0.83
PASTRY	HONEY BUN	EACH	0.83
PASTRY	BLUEBERRY CREAM CHEESE ROLL	EACH	0.83
SHOES	RIDDELL MEN'S CLASSIC III RUNNING SHOE (WHITE)	ONE (1) PAIR	NEW
SHOES	RIDDELL MEN'S AXT II CROSS TRAINER SHOE (WHITE)	ONE (1) PAIR	NEW
SHOES	RIDDELL MEN'S INTENSITY BASKETBALL SHOE (WHITE)	ONE (1) PAIR	NEW
SHOES	RIDDELL MEN'S VANTAGE BASKETBALL / CASUAL SHOE (WHITE)	ONE (1) PAIR	NEW
SHOES	RIDDELL WOMEN'S ECHO CROSS TRAINER SHOE (WHITE)	ONE (1) PAIR	NEW
SHOES	NIKE WOMEN'S SHAKE IT II CROSS TRAINER SHOE (WHITE/GREY)	ONE (1) PAIR	NEW
SHOES	NEW BALANCE WOMEN'S WX620AW CROSS TRAINER SHOE (WHITE)	ONE (1) PAIR	NEW
SHOES	MEN'S SHOWER SHOE (SIZE 9)	ONE (1) PAIR	4.38
SHOES	MEN'S SHOWER SHOE (SIZE 10)	ONE (1) PAIR	4.38
SHOES	MEN'S SHOWER SHOE (SIZE 11)	ONE (1) PAIR	4.38
SHOES	MEN'S SHOWER SHOE (SIZE 12)	ONE (1) PAIR	4.38
SHOES	MEN'S SHOWER SHOE (SIZE 13)	ONE (1) PAIR	4.38
SHOES	MEN'S SHOWER SHOE (SIZE 14)	ONE (1) PAIR	4.38
SHOES	WOMEN'S SHOWER SHOE (SMALL)	ONE (1) PAIR	2.28
SHOES	WOMEN'S SHOWER SHOE (MEDIUM)	ONE (1) PAIR	2.28
SHOES	WOMEN'S SHOWER SHOE (LARGE)	ONE (1) PAIR	2.28
SHOES	WOMEN'S SHOWER SHOE (EXTRA LARGE)	ONE (1) PAIR	4.38
SKIN CARE	MOISTURIZING CREAM - VITAMIN E	EACH	13.23
SKIN CARE	JOHNSON BABY OIL	EACH	2.63
SKIN CARE	COCOA BUTTER LOTION	EACH	3.29
SKIN CARE	NOXEMA MEDICATED CRÈME	EACH	2.19
SKIN CARE	PURE COCOA BUTTER	EACH	7.65

SKIN CARE	VASELINE INTENSIVE CARE LOTION	EACH	3.26
SKIN CARE	PETROLEUM JELLY	EACH	2.49
SNACK	MOON PIE - VANILLA - DOUBLE DECKER	EACH	0.79
SNACK	ROYAL OATMEAL CAKES	EACH	0.44
SNACK	CORN CHIPS	SINGLE BAG	0.62
SNACK	CHEESE CURLS	SINGLE BAG	0.56
SNACK	PLAIN POTATO CHIPS	SINGLE BAG	0.38
SNACK	BARBEQUE POTATO CHIPS	SINGLE BAG	0.38
SNACK	MIINI-PRETZELS	SINGLE BAG	0.35
SNACK	SALTED PEANUTS	SINGLE BAG	1.16
SNACK	MIXED NUTS WITH PEANUTS	SINGLE BAG	1.23
SNACK	MICROWAVE POPCORN	EACH	0.58
SOUP	MARUCHAN CHICKEN SOUP	EACH	0.57
SOUP	MARUCHAN SHRIMP SOUP	EACH	0.57
SOUP	MARUCHAN VEGETABLE SOUP	EACH	0.57
STATIONARY	TYPING PAPER	EACH	2.89
STATIONARY	WHITE LEGAL PADS	EACH	1.17
STATIONARY	COLORLED PENCILS	PACK OF 12	1.66
STATIONARY	PENCIL SHARPENER	EACH	0.61
STATIONARY	BIC PEN - BLACK INK (CLEAR BARREL)	PACK OF 2	0.88
STATIONARY	RULER - TWELVE INCH (WITH METRIC SCALE)	EACH	0.51
STATIONARY	#2 MEDIUM PENCIL (SINGLE)	EACH	0.10
STATIONARY	ENVELOPES #10 (50 COUNT)	PACK OF 50	1.23
STATIONARY	ENVELOPES (10x13) - NO CLASP (PACK OF 20)	PACK OF 20	2.43
STATIONARY	ENVELOPE (10X13) - NO CLASP (EACH)	EACH	0.12
SUGAR	SUGAR PACKETS (100 COUNT BAG)	BAG OF 100	0.90
SUGAR	SWEET-N-LOW	BOX	2.64
TEA	LIPTON TEA BAGS	BOX	1.42
TOBACCO	DORAL FULL FLAVOR MENTHOL - CIGARETTES	SINGLE PACK	5.09
TOBACCO	DORAL FULL FLAVOR 100'S - CIGARETTES	SINGLE PACK	5.09
TOBACCO	KOOL FILTER CIGARETTES	SINGLE PACK	5.78
TOBACCO	KOOL SUPER 100'S - CIGARETTES	SINGLE PACK	5.78
TOBACCO	MARLBORO CIGARETTES	SINGLE PACK	5.46
TOBACCO	NEWPORT CIGARETTES	SINGLE PACK	5.90
TOBACCO	WINSTON CIGARETTES	SINGLE PACK	5.78
TOBACCO	GARRETT MILD SNUFF	EACH	13.24
TOBACCO	BUGLER TOBACCO	POUCH	1.29
TOBACCO	TOP MENTHOL TOBACCO	POUCH	1.41
TOBACCO	TOP REGULAR TOBACCO	POUCH	1.41
TOBACCO	RED MAN TOBACCO (LARGE)	POUCH	4.52
TOBACCO	SKOAL	EACH	5.28

APPENDIX F

DISCLOSURE STATEMENT

APPENDIX G

(PART 1 OF 3)

PRICING AND COMMISSION SPREADSHEETS

FOR

BULK DELIVERY BIDS

VENDOR: DOWNLOAD PRICING AND COMMISSION SPREADSHEETS FROM ADOC WEBSITE, [HTTP://WWW.DOC.ALABAMA.GOV](http://www.doc.alabama.gov), AND INSERT BULK DELIVERY BID SPREADSHEETS HERE. SPREADSHEETS ARE FORMATED FOR LEGAL SIZE PAPER.

APPENDIX G

(PART 2 OF 3)

PRICING AND COMMISSION SPREADSHEETS

FOR

ON-SITE BAG AND DELIVERY BIDS

VENDOR: DOWNLOAD PRICING AND COMMISSION SPREADSHEETS FROM ADOC WEBSITE, [HTTP://WWW.DOC.ALABAMA.GOV](http://www.doc.alabama.gov), AND INSERT ON-SITE BAG AND DELIVERY BID SPREADSHEETS HERE. SPREADSHEETS ARE FORMATED FOR LEGAL SIZE PAPER.

APPENDIX G

(PART 3 OF 3)

PRICING AND COMMISSION SPREADSHEETS

FOR

OFF-SITE SECURE BAG AND DELIVERY BIDS

VENDOR: DOWNLOAD PRICING AND COMMISSION SPREADSHEETS FROM ADOC WEBSITE, [HTTP://WWW.DOC.ALABAMA.GOV](http://www.doc.alabama.gov), AND INSERT OFF-SITE SECURE BAG AND DELIVERY BID SPREADSHEETS HERE. SPREADSHEETS ARE FORMATED FOR LEGAL SIZE PAPER.

APPENDIX H

ADOC COMMISSARY STAFFING

APPENDIX H

ADOC COMMISSARY STAFFING

<u>FACILITY</u>	<u>CLASSIFICATION</u>
BIBB CORRECTIONAL FACILITY	CANTEEN MANAGER
BIBB CORRECTIONAL FACILITY	STOCK CLERK I
BULLOCK CORRECTIONAL FACILITY	CANTEEN MANAGER
BULLOCK CORRECTIONAL FACILITY	CANTEEN CLERK
DONALDSON CORRECTIONAL FACILITY	CANTEEN MANAGER
DONALDSON CORRECTIONAL FACILITY	STOCK CLERK I
DONALDSON CORRECTIONAL FACILITY	STOCK CLERK I
DRAPER CORRECTIONAL FACILITY	CANTEEN MANAGER
EASTERLING CORRECTIONAL FACILITY	CANTEEN MANAGER
EASTERLING CORRECTIONAL FACILITY	STOCK CLERK I
ELMORE CORRECTIONAL FACILITY	CANTEEN MANAGER
FOUNTAIN CORRECTIONAL FACILITY	CANTEEN MANAGER
FOUNTAIN CORRECTIONAL FACILITY	STOCK CLERK I
FOUNTAIN CORRECTIONAL FACILITY	CANTEEN CLERK
FRANK LEE CORRECTIONAL FACILITY	CANTEEN CLERK
HAMILTON AGED AND INFIRMED	CANTEEN CLERK
HOLMAN CORRECTIONAL FACILITY	CANTEEN MANAGER
HOLMAN CORRECTIONAL FACILITY	CANTEEN CLERK
KILBY CORRECTIONAL FACILITY	CANTEEN MANAGER
KILBY CORRECTIONAL FACILITY	CANTEEN CLERK
KILBY CORRECTIONAL FACILITY	CANTEEN CLERK
LIMESTONE CORRECTIONAL FACILITY	CANTEEN MANAGER
LIMESTONE CORRECTIONAL FACILITY	CANTEEN CLERK
LIMESTONE CORRECTIONAL FACILITY	STOCK CLERK I

LIMESTONE CORRECTIONAL FACILITY	STOCK CLERK I
MONTGOMERY WOMEN'S FACILITY	CANTEEN CLERK
RED EAGLE CORRECTIONAL FACILITY	CANTEEN CLERK
ST. CLAIR CORRECTIONAL FACILITY	CANTEEN MANAGER
ST. CLAIR CORRECTIONAL FACILITY	STOCK CLERK I
ST. CLAIR CORRECTIONAL FACILITY	STOCK CLERK I
STATON CORRECTIONAL FACILITY	CANTEEN MANAGER
TUTWILER CORRECTIONAL FACILITY	CANTEEN MANAGER
TUTWILER CORRECTIONAL FACILITY	CANTEEN CLERK
TUTWILER CORRECTIONAL FACILITY	CANTEEN CLERK
VENTRESS CORRECTIONAL FACILITY	CANTEEN MANAGER
VENTRESS CORRCECTIONAL FACILITY	CANTEEN CLERK

TOTAL CANTEEN MANAGERS: 14
TOTAL CANTEEN CLERKS: 13
TOTAL STOCK CLERKS: 9
TOTAL CANTEEN EMPLOYEES: 36

SALARY RANGES

CLASSIFICATION	FROM	TO
CANTEEN MANAGER	\$ 24,595.20	\$ 32,287.20
CANTEEN CLERK	\$ 19,675.20	\$ 25,821.60
STOCK CLERK	\$ 22,272.00	\$ 29,224.80

APPENDIX I

ICE MACHINES, COOLERS, AND FREEZERS

PROVIDED BY

LOCAL SOFT DRINK AND ICE CREAM VENDORS

APPENDIX I

ICE MACHINES, FREEZERS, AND COOLOERS PROVIDED BY LOCAL SOFT DRINK AND ICE CREAM VENDORS

FACILITY	ICE MACHINES	FREEZERS	COOLERS
BIBB CORRECTIONAL FACILITY	8	4	0
BULLOCK CORRECTIONAL FACILITY	3	3	0
DONALDSON CORRECTIONAL FACILITY	5	4	0
DRAPER CORRECTIONAL FACILITY	9	2	0
EASTERLING CORRECTIONAL FACILITY	6	4	1
ELMORE CORRECTIONAL FACILITY	0	5	1
FOUNTAIN CORRECTIONAL FACILITY	0	1	0
FRANK LEE CORRECTIONAL FACILITY	1	2	0
HAMILTON AGED & INFIRMED	0	1	1
HOLMAN CORRECTIONAL FACILITY	0	1	0
KILBY CORRECTIONAL FACILITY	0	2	2
LIMESTONE CORRECTIONAL FACILITY	0	3	3
MONTGOMERY WOMEN'S FACILITY	1	2	0
RED EAGLE HONOR FARM	4	1	0
ST. CLAIR CORRECTIONAL FACILITY	3	3	0
STATE CATTLE RANCH	0	1	0
STATON CORRECTIONAL FACILITY	0	2	0
TUTWILER CORRECTIONAL FACILITY	7	2	0
VENTRESS CORRECTIONAL FACILITY	8	6	0

APPENDIX J

COOLER EQUIPMENT

PROVIDED BY

CURRENT COMMISSARY CONTRACTOR

APPENDIX J
COOLER EQUIPMENT
PROVIDED BY CURRENT COMMISSARY CONTRACTOR

FACILITY	COOLERS
BIBB CORRECTIONAL FACILITY	3
BULLOCK CORRECTIONAL FACILITY	4
DONALDSON CORRECTIONAL FACILITY	0
DRAPER CORRECTIONAL FACILITY	2
EASTERLING CORRECTIONAL FACILITY	5
ELMORE CORRECTIONAL FACILITY	2
FOUNTAIN CORRECTIONAL FACILITY	3
FRANK LEE CORRECTIONAL FACILITY	1
HAMILTON AGED & INFIRMED	1
HOLMAN CORRECTIONAL FACILITY	4
KILBY CORRECTIONAL FACILITY	1
LIMESTONE CORRECTIONAL FACILITY	4
MONTGOMERY WOMEN'S FACILITY	2
RED EAGLE HONOR FARM	0
ST. CLAIR CORRECTIONAL FACILITY	0
STATE CATTLE RANCH	1
STATON CORRECTIONAL FACILITY	2
TUTWILER CORRECTIONAL FACILITY	0
VENTRESS CORRECTIONAL FACILITY	0